

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 79
2. CONTRACT NUMBER NNG06DA08C	3. SOLICITATION NUMBER NNG05101647	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 4200101647	
7. ISSUED BY NASA GODDARD SPACE FLIGHT CENTER ATTN: DELM MOORE, MAIL STOP 180. V 100 UNIVERSITY DRIVE FAIRMONT, WV 26554		8. ADDRESS OFFER TO (If other than Item 7) NASA GODDARD SPACE FLIGHT CENTER ATTN: DELM MOORE, MAIL STOP 180. V 100 UNIVERSITY DRIVE FAIRMONT, WV 26554			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See L.8 (c) PROPOSAL MARKING AND DELIVERY until 3:00 P.M. local time October 18, 2005.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME DELMA MOORE CONTRACT SPECIALIST	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 304 NUMBER 367 EXT. 8491	C. E-MAIL ADDRESS Delma.j.moore@nasa.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

2. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS 0%	20 CALENDAR DAYS 0%	30 CALENDAR DAYS 0%	CALENDAR DAYS 0%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	09/28/2005	4	10/12/2005
	2	10/04/2005		
	3	10/05/2005		
15A. NAME AND ADDRESS OF OFFEROR CODE IGF22 FACILITY Geocontrol Systems, Inc. 5330 Griggs Road, Ste G101 Houston, TX 77021	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Rose V. Zarcaro President			

15B. TELEPHONE NUMBER AREA CODE 281 NUMBER 333-2561 EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE <i>Rose V. Zarcaro</i>	18. OFFER DATE 10/25/2005
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT NTE \$230,000	21. ACCOUNTING AND APPROPRIATION PPC: GF BNC: GHP	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) DELMA J. MOORE	27. UNITED STATES OF AMERICA <i>Delma J. Moore</i> (Signature of Contracting Officer)	28. AWARD DATE 3/6/2006	

IMPORTANT — Award will be made on this Form, or on Standard Form 25, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA — FAR (48 CFR) 53.214(c)

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)**

The contractor shall provide the requirements for the Independent Verification & Validation (IV&V) Tools Lab as described in SOW of this contract and shall provide the following deliverable documentation and reports in F.1 Delivery Schedule.

(End of clause)

**B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES
(GSFC 52.216-90) (DEC 2000)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is **\$1,000**. The maximum amount of supplies or services that may be ordered during the effective period of this contract is **\$1,700,000**.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed **35%** of the original maximum amount.

(End of clause)

B.3 ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of **March 6, 2006** through Sixty (60) months afterwards (the effective ordering period).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

B.4 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Sixty (60) months from date of contract award.

(End of clause)

B.5 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC1991)

The estimated cost of this contract is **\$To Be Negotiated in Task Order** exclusive of the fixed fee of **\$ To Be Negotiated in Task Order**. The total estimated cost and fixed fee is NTE **\$ To Be Negotiated in Task Order**.

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$TBD**. This allotment covers the following estimated period of performance: **TBD**.

(End of clause)

B.7 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)

- (a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.
- (b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than

115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B. 8 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

B.9 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995)

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the (1) indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

<u>Indirect Cost</u>	<u>Base of Application</u>	<u>Percentage</u>
		<u>CFY* 1</u> <u>CFY 2</u> <u>CFY 3</u> <u>CFY 4</u> <u>CFY 5</u> <u>CFY 6</u>
Fringe O/H	All Labor	[REDACTED]
Field O/H	Field Direct Labor	[REDACTED]
G&A	Total Cost Input	[REDACTED]

*CFY (Contractor Fiscal Year)= OCT to SEP
(month) (month)

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

(iii) Expenditure of less than 70% of the prorated amount (for the contractors fiscal year proportionate to the contract term associated with that fiscal year) of any stated target level of effort established in this contract.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should

have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

NOTE: This document contains clauses and provisions taken the NASA FAR Supplement (NFS). Whenever the word 'contract' appears in NFS clauses and provisions presented herein, substitute the word "Task Order" respectively.

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The contractor shall provide the personnel, materials, and facilities as necessary to perform research and development in accordance with Independent Verification and Validation (IV&V) Facility Tools Lab Statement of Work (Attachment A).

(End of clause)

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:
NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
1852.211-70	JUN 00	PACKAGING, HANDLING, AND TRANSPORTATION

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 ACCEPTANCE—SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at NASA IV&V Facility. For the purpose of this clause, the contracting Officer's Technical Representative (COTR) named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.2 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

- (1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the

Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (IV&V) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC IV&V:

Receiving and Inspection (Code 239), Goddard Space Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Code 180.V), IV&V Facility, Fairmont WV 26554.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 18-46.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11)((Feb 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
	IV&V Facility Quality Systems procedures	ISO-9001	October 20, 2004	

(End of Clause)

E.4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for two year (2) after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.5 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**CLAUSE****NUMBER****DATE****TITLE**

52.246-5

APR 1984

INSPECTION OF SERVICES—COST
REIMBURSEMENT

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCES**F.1 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)**

Contract Requirements: The addressee for the items shall be delivered to the Project Manager (PM) and Contracting Officer's Technical Representative (COTR), Code 180, Resource Management Office (RMO), Code 180 and a "letter only" transmittal to the Contracting Officer (CO), Code 180 via electronic format and/or transmission, and no DD250 are required. The following deliverables/schedules are as follows:

Item	Description	Quantity	Due Date ACA*	Addressee
1	Project Plan	1	ADO + 45 days, updated as needed	COTR, CO, PM
2	Integrated Cost Performance Report (ICPR) (533M)	1	By tenth working day after each month	COTR, CO, PM, RMO
3	Monthly Contract Progress Report (MCPR)	1	2 nd to last business day of each month	COTR, CO, PM,
4	Continuous Improvement Plan (CIP) Report (Initial)	1	ADO + 180 days	COTR, CO, PM
5	Continuous Improvement Plan (CIP) Report (Updates)	1	Every 180 days, beginning 180 days after Initial CIP Report	COTR, CO, PM
6	IT Security Plan		Within 90 days after contract award	COTR, CO
7	Close-out Plan (Initial)	1	ADO + 240 days	COTR, CO
8	Close-out Plan (Update)	1	6 months prior to end of contract date	COTR, CO

*Note: After Contract Award

(End of clause)

F.2 PLACE OF PERFORMANCE—SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this order shall be performed at the following location(s): Contractor Facility and NASA/IV&V Facility, WV.

(End of clause)

F.3 ORDERING PERIOD

The ordering period of this contract shall be Sixty (60) months from **March 6, 2006** of this contract. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders.

(End of Text)

F.4 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)

Shipments of the items required under this contract shall be to:

COTR: Jeffrey North Code 180.V

Building IV&V Facility

Contract No. NNG06DA08C

Item(s) No.

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If this is a fixed price type contract, delivery--for purposes of the Prompt Payment Act--must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to other than Receiving, Building 16W, Code 239, and shipment to that other location has not been authorized by the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result. Shipment to other than Receiving, Building 16W, Code 239, will be construed as contract noncompliance.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77) (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is computer workstation. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: None
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.2 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (MAY 2003)

(a)(1) The Contractor must apply for permanent NASA/GSFC Identification Badges for those employees that will be employed by the Contractor and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC badge at, or above, the waistline. Refer to GSFC clause 52.204-99, "Onsite Contractor Personnel—Identification, Reporting, and Checkout Procedures" for permanent Identification Badge issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GMI 1680.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

- (1) Coordinated Harassment/Discrimination Inquiry Guidelines
<<http://internal.gsfc.nasa.gov/directives/security.html>>
- (2) GMI 1040.5, GSFC Emergency Management Program
- (3) GMI 1040.6, GSFC Emergency Management Plan (Greenbelt)
- (4) GMI 1152.9, Facilities Coordination Committee
- (5) GHB 1600.1, Security Manual
- (6) GMI 1680.1, Visits of Foreign Nationals to GSFC
- (7) GMI 1700.2, GSFC Health and Safety Program

- (8) GMI 1780.1, GSFC Confined Space Policy
- (9) GMI 6730.6, Vehicle Reserved Parking
- (10) GPD 8715.1, GSFC Safety Policy
- (11) GPD 8870.1, Environmental Program Management
- (12) GHB 1720.1, GSFC Explosives and Pyrotechnic Safety
- (13) GHB 1790.1, Chemical Hygiene Plan
- (14) GPG 1800.1, GSFC Smoking Guidelines
- (15) GHB 1860.1, Radiation Protection--Ionizing Radiation
- (16) GHB 1860.2, Radiation Safety Handbook
- (17) GHB 1860.3, Radiation Safety--Laser
- (18) GHB 1860.4, Radiation Safety--Ultraviolet and High Intensity Radiation
- (19) GPG 2570.1, Radio Frequency Equipment Licensing
- (20) GPG 8715.1, Processing of NASA Safety Reporting System (NSRS)
Incident Reports

Copies of the current issuances may be obtained at

http://gdms.gsfc.nasa.gov/gdms/plsql/menu_guest or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

G.3 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2004)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2D, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2D permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are not required. The reporting structure shall be in accordance with Attachment A of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Code 210.3
E-Mail: delma.j.moore@nasa.gov

Contracting Officer's Technical Representative, Code 180.V
E-Mail: Jeffrey.R.Northey@nasa.gov

RFP - NNG05101647
Resources Analyst, Code 180.V
E-Mail: Michael.L.Powers@ivv.nasa.gov

Contract - NNG06DA08C

Regional Finance Office Cost Team, Code 155
E-Mail: rfocateam@listserv.gsfc.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web sites. (1) NPR 9501.2D, "NASA Contractor Financial Management Reporting":

http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D_&page_name=main

(2) NF 533 Tutorial: (for training purposes only)

<http://cfo.gsfc.nasa.gov/nf533/nf533.htm>

(End of clause)

G.4 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93) (AUG 2003)

Refer to subparagraph (b) (3) of NASA FAR Supplement clause 1852.245-71, "Installation Accountable Government Property--Alternate I" of this contract.

(a) Definition. "Controlled equipment" means all equipment with an acquisition cost of \$5,000 or more, that has an estimated service life of 2 years or more, which will not be consumed or expended in an experiment, and selected items of equipment with an acquisition cost less than \$5,000 that are designated, and identified as sensitive by Appendix C of NPG 4200.1E and by the GSFC Logistics Management Division, Property Management Branch, Code 235.

(b) Property, regardless of value, shall not be purchased on the account of the Government unless authorized by the terms of the contract or approved by the Contracting Officer, including compliance by the contractor with the Subcontracts clause of this contract. Further, any purchase of equipment shall not be made until the equipment has been screened through the NASA Equipment Management System (NEMS) in accordance with NASA FAR Supplement clause 1852.245-70.

(c) Immediately after the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, to the GSFC Supply and Equipment Management Office, Code 235, for the purpose of entry of the controlled equipment data into NEMS. A copy of the GSFC Form 20-4 shall also be provided to the GSFC General Accounting Department, Property and Reporting Team, Code 157, within 5 working days. The GSFC Form 20-4, or other form acceptable to the GSFC Supply and Equipment Management Office, must contain all of the data elements necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased.

(d) The Contractor shall submit, on a quarterly basis, a report of all property acquired by the Contractor under the contract during the reporting period and to which the Government has title, regardless of acquisition value. This report must be submitted within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30. Submittal shall be to the Contracting Officer and to the Supply and Equipment Management Officer, Code 235. For acquisitions of

controlled equipment, the list shall include item description, acquisition date, acquisition value, manufacturer, model, serial number, location of the items, and GSFC property number. For all other acquisitions, the list shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4's or on other forms shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(e) If the Contractor maintains a stock inventory of installation accountable Government property with a minimum average value of \$75,000, the Contractor shall comply with NPG 4100.1D. The Contractor shall submit a monthly NASA Form 1489, Analysis of Physical Inventory Report, and a NASA Form 1324, Semi-Annual Report of Personal Property Operations (for which periods end March 31 and September 30) within 5 working days of the end of the reporting periods. These reports shall be submitted to the Supply and Equipment Management Officer, Code 235, with a copy to the Contracting Officer.

(End of clause)

G.5 PAYMENT OF FIXED FEE (1852.216-75)(DECEMBER 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

G.6 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87)(MARCH 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

[Insert the mailing address for submission of cost vouchers]

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

[insert the mailing address for submission of fee vouchers]

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

**G.7 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (NOVEMBER 2004) ALTERNATE I**

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

- (1) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located.
- (2) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (3) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (4) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (5) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (6) Ensure that Government property is protected and conserved.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.;
- (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
- (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the

requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.8 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (OCTOBER 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

**G.9 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE
(GSFC 52.245-96) (JUL 2004)**

(a) Performance of this contract requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts" except that paragraph (e) does not apply to on-site locations.

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Owned Equipment".

GSFC clause 52.245-92, "Repair or Replacement of Government Property--Special Conditions", if included.

GSFC clause 52.245-97, "Contractor Acquired Property--NASA Conditions".

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government-Furnished Property", if included.

(d) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property (Alternate I)".

NASA FAR Supplement clause 1852.245-77, "List of Installation- Accountable Property and Services".

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of clause)

**G.10 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS
(GSFC 52.245-97) (SEP 1998)**

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

G.11 INVOICE - SUBMISSION OF (GSFC 52.232-95) (AUG 2000)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the

Cost and Commercial Accounts Department, Code 155,
NASA/Goddard Space Flight Center,
Greenbelt, MD 20771

For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

A *courtesy* invoice copy shall be furnished to the following via electronic format and/or transmission:

delma.j.moore@nasa.gov Contracting Officer, NASA/IV&V Facility, Fairmont, WV 26554

If the terms are F.O.B. plant with "plus transportation charges allowed", the invoice must be supported by a receipted freight bill, express receipt, or parcel post receipt, evidencing the correctness of the amount paid and claimed. If the amount is less than \$100 per shipment and receipts are not available, the invoice will be accepted and payment made, provided it contains a certificate by the supplier, that transportation charges were in fact paid by the supplier, that receipts were not available, and lists the destination, weight, name of carrier, and the amount claimed. The availability of this certification is not a waiver of the requirements for receipted transportation bills, and is to be used only when receipts are not available. Bill of lading number and weight of shipment shall be shown for shipments made on Government bill of lading.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference:

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.225-70	FEB 2000	EXPORT LICENSES
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE LICENSING

1852.235-70	FEB 2003	CENTER FOR AEROSPACE INFORMATION
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT OWNED EQUIPMENT
1852.246-72	AUG 2003	MATERIAL INSPECTION AND RECEIVING REPORT

(End of Clause)

H.2 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offeror is invited to FAR Subpart 9.5-Organizational Conflicts of Interest.

(b) The nature of this conflict is (describe the conflict).

- The contractor may require access to other NASA contractor data and
- The contractor may be tasked to develop statements of work and/or specifications, which may be used in subsequent, competitive acquisitions, and

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time as agreed to by the Contracting Officer and the Contractor sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not use them to compete with those other companies.

(End of clause)

H.3 TASK ORDERING PROCEDURE (1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price).
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.4 SUPPLEMENTAL TASK ORDERING PROCEDURES

When the Government issues a request for a "Request for Offer (RFO)" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor's labor categories and labor and indirect rates shall not exceed the rates listed in Attachment B to calculate the proposed estimated cost to perform the task order requirements.

(End of text)

H.5 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	503	Goddard Space Flight Center Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted

in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

H. 6 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of

this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

H. 7 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of

Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology

Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

H.8 ONSITE CONTRACTOR PERSONNEL—IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (AUG 2003)

(a) The Contractor shall designate a representative (point of contact) for the purposes of this clause. The Contractor shall notify the GSFC Security Division, Code 240, Attention: Locator and Information Tracking System (LISTS) Manager, and the Contracting Officer's Technical Representative (COTR) of the designated representative within 15 calendar days of award of this contract. The GSFC maintained LISTS contains work and home location and contact information for personnel that have permanent NASA/GSFC identification badges. The Contractor may contact the LISTS Manager, Tel 301-286-2306 for assistance regarding LISTS.

(b) The Contractor must apply for permanent NASA/GSFC identification badges for those employees who will be employed by the contractor onsite for at least six months. The GSFC Security Division will consider permanent identification badges for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. For each employee, the Contractor must complete and submit a GSFC Form 24-27, "LISTS Form", and a NASA Form 531, "Name Check Request". The forms are available from GSFC Stores Stock or online via NASA and GSFC systems. The GSFC Form 24-27 must be signed by the COTR or the Contracting Officer. The COTR will resolve any housing or access issues, review the forms for accuracy and completeness, and return the signed forms to the Contractor. The Contractor shall forward the form(s) to the GSFC Security Division, Code 240, for the necessary checks, issuance of identification badges, and subsequent data entry into the LISTS. Arrangements for fingerprinting employees will be handled by representatives of the GSFC Security Division's ID Section.

(c) The Contractor shall submit an annotated LISTS Report each month. The GSFC LISTS Manager will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated LISTS Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: LISTS Manager, and to the COTR by the 10th calendar day of the month.

(d) The Contractor shall ensure that all personnel who have NASA/GSFC issued identification, keys or

other property who leave its employ or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued badges and identification.

(End of clause)

H. 9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

H.10 SAFETY AND HEALTH—ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (OCT 2002)

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Quarterly health and safety report specifying incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, manhours worked/month, and total employees. Template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety.

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 18-52.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Branch, Code 205.2, Tel 301-286-2281 and to the Contracting Officer, Code 210.3. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

H.11 PHASE-IN PERIOD (GSFC 52.237-96) (OCT 1988)

The Contractor shall assume full contract responsibility for all of the requirements of this contract on **April 3, 2006**. During the period of 20 business days, the Contractor shall accomplish phase-in and training of Contractor personnel as required for the assumption of full contract responsibility. The Contractor shall not charge the Government nor be reimbursed for costs incurred for phase-in and training during said phase-in period in excess of [REDACTED]

(End of clause)

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**a. FEDERAL ACQUISITION REGULATION CLAUSES AND PROVISIONS**

(52.202-1)	DEFINITIONS (July 2004)
(52.203-3)	GRATUITIES (APR 1984)
(52.203-5)	COVENANT AGAINST CONTINGENT FEES (APR 1984)
(52.203-6)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(52.203-7)	ANTI-KICKBACK PROCEDURES (JUL 1995)
(52.203-8)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-10)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-12)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
(52.204-4)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(52.204-7)	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
(52.211-15)	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
(52.215-2)	AUDIT AND RECORDS-NEGOTIATION (JUNE 1999)
(52.215-8)	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
(52.215-10)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(52.215-12)	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(52.215-15)	PENSION ADJUSTMENT AND ASSET REVERSIONS (OCT 2004)
(52.215-17)	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(52.216-7)	ALLOWABLE COST AND PAYMENT (DEC 2002)
(52.216-8)	FIXED FEE (MAR 1997)
(52.219-6)	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
(52.219-8)	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
(52.222-3)	CONVICT LABOR (JUNE 2003)
(52.222-19)	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUNE 2004)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (APR 2002)
(52.222-35)	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.222-36)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(52.222-37)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.222-38)	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

- (52.223-6) DRUG FREE WORK PLACE (MAY 2001)
- (52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2003)
- (52.227-1) AUTHORIZATION AND CONSENT Alternate I (APR 1984)
- (52.227-2) COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227.11) PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) as modified by NASA FAR Supplement 1852.227-11
- (52.227-14) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHTS IN DATA--GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14 (PN89-72) (OCT 1995)
- (52.227-19) COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (JUN 1987)
- (52.228-7) INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.232-9) LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT Alternate I (FEB 2002)
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)("designated office"--Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-286-1748
- (52.233.1) DISPUTES (JULY 2002)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)
- (52.233-4) APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1994)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-3) PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.242-14) SUSPENSION OF WORK (APR 1984)
- (52.242-15) STOP-WORK ORDER (AUG 1989) Alternate I (APR 1984)
- (52.243-2) CHANGES – COST-REIMBURSEMENT Alternate I (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998) Alternate I (MAR 2005)
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.244-6) SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) (DEVIATION) (SEP 1999)
- (52.247-34) F.O.B. DESTINATION (NOV 1991)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (52.253-1) COMPUTER GENERATED FORMS (JAN 1991)

b. NASA FAR SUPPLEMENT CLAUSES

- (1852.204-74) CENTRAL CONTRACTOR REGISTRATION (MAY 2002)
- (1852.204-76) SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JULY 2002)
- (1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (OCT 2001)
- (1852.212-70) NOTICE OF DELAY (DEC 1988)
- (1852.215-84) OMBUDSMAN (OCT 2003)--ALTERNATE I (JUNE 2000) The installation Ombudsman is Dorothy C. Perkins, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-5066, Fax 301 286-1714, E-mail address: Dorothy.c.perkins@nasa.gov
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.219-74) USE OF RURAL AREA SMALL BUSINESS (SEP 1990)
- (1852.219-76) NASA 8 PERCENT GOAL (JUL 1997)
- (1852.223-70) SAFETY AND HEALTH (APRIL 2002)
- (1852.223-73) SAFETY AND HEALTH PLAN (APR 2002)--ALTERNATE I (APRIL 2002)
- (1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
- (1852.225-70) EXPORT LICENSES (FEB 2000)--ALTERNATE I (FEB 2000)
- (1852.227-70) NEW TECHNOLOGY (MAY 2002)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) - ALTERNATE II (OCT 2000)
- (1852.242-73) NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (APR 1994)
- (1852.243-71) SHARED SAVINGS (MAR 1997)
- (1852.244-70) GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

(End of By Reference Section)

I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

I.4 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (52.222-39)(DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.5 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)

Except for data contained on pages **None**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposals dated **October 25, 2005** upon which this contract is based.

(End of clause)

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (DEC 2004)

(a) Definitions. As used in this clause--

"Commercial item," has the meaning contained in Federal Acquisition Regulation 2.101, Definitions. "Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except contracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).

(v) 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or

Fees (DEC 2004) (E.O. 13201). (Flow down as required in accordance of paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels

(JUN 2000)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.7 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

I.8 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (JUL 2002)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and
- (3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 90 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

- (i) IT-1--Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
- (ii) IT-2--Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.
- (iii) IT-3--Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as

- (i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;
- (ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and
- (iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of--

- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within last three years; or
- (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

I.9 NASA 8 PERCENT GOAL (1852.219-76)(JULY 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially

and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.10 CENTER FOR AEROSPACE INFORMATION (1852.235-70)(FEBRUARY 2003)

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause or at the following address.

Center for AeroSpace Information (CASI)

7121 Standard Drive

Hanover, Maryland 21076-1320

Email: help@sti.nasa.gov

Phone: 301-621-0390

FAX: 301-621-0134

(End of clause)

I.11 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DECEMBER 1988)

The contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachment constitutes part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. Pages</u>
A	Statement of Work	9/16/05	7
B	Direct labor rates and Indirect rates matrices		8

(End of clause)

Statement of Work (SOW)

For

INDEPENDENT VERIFICATION AND VALIDATION
(IV&V)

Tools Lab

September 16, 2005

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1.0 INTRODUCTION

This Statement of Work (SOW) describes the requirements for the Independent Verification & Validation (IV&V) Tools Lab contract. This contract is to facilitate and support continued improvement of the IV&V Tools Lab that exists within the NASA IV&V Facility. The IV&V Tools Lab has been created to promote the shared use of all developed and Commercial-Off-The-Shelf (COTS) tools having applicability to IV&V activities.

1.1 Scope

The purpose of this Statement of Work is to define the tasks to be performed by contractor in support of the IV&V Tools Lab. The contractor shall provide engineering services related to tool maintenance, operations, support, training, evaluations, market analysis, and any other engineering service deemed necessary for effectively supporting the IV&V Tools Lab.

2.0 APPLICABLE DOCUMENTS

The following documents are required for the Contractor to perform under this contract.

2.1 Government Documentation

IV&V Facility ISO-9001 Quality Systems procedures.

3.0 GOVERNMENT FURNISHED EQUIPMENT AND SERVICES

The existing IV&V facility network, computer servers, and COTS products shall be utilized in the execution of this contract. Any office spaces provided at the IV&V Facility will include personal computers, internet access, phones, and network support.

4.0 DELIVERABLES

The contractor shall prepare and deliver the following documents in electronic format to the Project Manager (PM), the Contracting Officer's Technical Representative and the Contracting Officer (COTR), Contracting Officer (CO) and Resource Management Office (RMO). All deliverables will be reviewed and approved by the government.

DELIVERABLE TITLE	DATE REQUIRED	Addressess	SOW Pargraph
Project Plan	ADO + 45 days, updated as needed	COTR CO, PM	5.11
Integrated Cost Performance Report (ICPR) (533M)	By tenth working day after each month	COTR CO, PM, RMO	5.12
Monthly Contract Progress Report (MCPR)	2 nd to last business day of each month	COTR CO, PM	5.10
Continuous Improvement Plan (CIP) Report (Initial)	ADO + 180 days	COTR CO, PM	5.7
Continuous Improvement Plan (CIP) Report (Updates)	Every 180 days, beginning 180 days after Initial CIP Report	COTR CO, PM	5.7
Close-out Plan(Initial)	ADO + 240 days	COTR, CO, PM	5.14
Close-out Plan(Update)	6 months prior to end of contract date	COTR, CO, PM	5.14

5.0 REQUIREMENTS

The NASA Software IV&V Facility IV&V Tools Lab has been implemented and will evolve and develop capabilities incrementally based upon the specific needs of on-going and future IV&V Facility activities. The tasks identified in this section describe the different activities that may be required under the Tools Lab contract. Formats of the data items to be delivered shall be as requested by the COTR defined within the specific Task Order (TO).

5.1 Developed Tool Maintenance

The contractor shall perform analysis, design, implementation, and test of NASA requested tool Change Requests (CRs). Tool CRs are requested changes/additions/enhancements to IV&V Tools Lab developed tools (tools that have been or will be developed for the IV&V Tools Lab). Unless otherwise stated, for each CR, the contractor shall provide NASA, within 5 business days, a Rough Order of Magnitude (ROM) cost for implementation and test and a high-level implementation solution based upon the requirements specified by NASA. The proposed implementation solution should include who will implement the CR (i.e. the contractor or a subcontractor). NASA can approve or disapprove tool CRs and proposed implementation solutions. Implementation is dependent upon sufficient funding or a funding modification commitment by the NASA Software IV&V Facility. Some tool or web site CR requests may be mandated by NASA (e.g. Section 508, ITAR, etc.). The contractor shall update any documentation effected by implementation of the CR (e.g. design documentation, test documentation, training material, etc.). The contractor shall interface with the NASA IV&V Network Administration Team as necessary to complete this task.

5.2 Developed Tool Installation and Deployment

The contractor shall support the installation and deployment of major or minor releases of IV&V Tools Lab developed tools as required to support IV&V Tools Lab utilization. Such deployments are often the result of the implementation of tool Change Requests (CRs) as described above in the “Developed Tool Maintenance” task. The contractor shall interface with the NASA IV&V Network Administration Team as necessary to complete this task.

5.3 Developed Tool Administration

The contractor shall support the project, data, and account administration of IV&V Tools Lab developed tools. This includes user account creation and helpdesk services for IV&V Tools Lab developed tools. The contractor shall interface with the NASA IV&V Network Administration Team as necessary to complete this task.

5.4 Developed Tool Data Import, Export, Manipulation, and Reporting

The contractor shall support data migration and reporting needs associated with IV&V Tools Lab developed tool utilization. The contractor shall interface with the NASA IV&V Network Administration Team as necessary to complete this task.

5.5 Tool Training

The contractor shall support the production of tool training material and shall establish the necessary knowledge base to perform on-site training for both IV&V Tools Lab developed tools and COTS tools routinely utilized in IV&V activities. The contractor shall coordinate and conduct training sessions as necessary.

5.6 COTS Support

The contractor shall perform market assessments and evaluations to identify products for potential inclusion in the IV&V Tools Lab (e.g. COTS, GOTS, research, freeware, etc.). This task includes continuous monitoring of changing technologies to identify technologies that have applicability to IV&V. This task includes evaluation of new technologies (e.g. demo and trial of tools). This task includes identification of necessary updates, patches, bug fixes, etc. to tools already included in the IV&V Tools Lab, which includes conducting tests and comparisons of newer vs. older versions of tools in order to determine the impact of the updates, patches, bug fixes, etc. This task also includes supporting implementation of such upgrades/enhancements. The contractor shall provide NASA with results and recommendations for all assessment and evaluation activities in the Monthly Contract Progress Report (MCPR).

5.7 Continuous Improvement Plan (CIP) Activities

The contractor shall provide continuous improvement support for defining objectives and processes for improvement of the IV&V Tools Lab infrastructure relative to common IV&V activities. This includes executing and steering User Group (UG) activities so that existing processes are defined, tools commonly applied are identified, applicable COTS and research offerings are assessed, infrastructure advancement ideas are evaluated, and infrastructure advancement implementation details are documented. User Groups already established include the Code Analysis Discussion Group (CADG), the Traceability Analysis User Group (TrAUG), and the Test Analysis User Group (TAUG). Continuous improvement also includes providing support for the development, collection, and analysis of metrics associated with the IV&V Tools Lab.

5.8 Tool Delivery

The contractor shall deliver tools based upon requirements identified by NASA. As requirements are identified by NASA, the contractor shall assess those requirements and provide a proposed solution for meeting those requirements. The proposed solution may include the purchase or acquisition of an existing technology (e.g. COTS, GOTS, freeware, etc.) or development of a new technology. NASA can approve or disapprove the proposed solution and may utilize a Configuration Control Board (CCB) process as necessary. Implementation of the proposed solution is dependent upon sufficient funding or a funding modification commitment by the NASA Software IV&V Facility. Development activities must follow applicable NASA standards, including NPR 7150, and must follow sound software engineering practices and produce any necessary documentation. The contractor shall interface with the NASA IV&V Network Administration Team as necessary to complete this task.

5.9 Configuration Control Board (CCB) Support

The contractor shall support the development and maintenance of a Configuration Control Board (CCB). The CCB is intended to serve as an approval mechanism for decisions regarding resource-intensive solutions to Tools Lab needs (e.g. tool purchases or development efforts). The CCB should provide assurance that decisions regarding Tools Lab needs are in the best interest of all stakeholders. The contractor shall support the development of a CCB charter and plan, which will be approved by NASA. The contractor shall participate in CCB activities according to the CCB plan, and shall provide feedback on the effectiveness of the CCB.

5.10 Monthly Contract Progress Report (MCPR)

The contractor shall deliver a Monthly Progress Report, which shall be a compilation of all contract activities. The report shall include, but is not limited to:

- An overall summary of contract work.

- Contract deliverables made during the past month and planned deliverables for the next two months.
- Current contractual problems and/or issues, with proposed corrective actions.
- Results of any activities performed under the “COTS Support” task, including market assessments, tool evaluation results, tool recommendations, etc.
- Continuous improvement summary, including completed activities, planned activities, and proposed metrics.
- Status of Change Requests (CRs)

5.11 Project Plan

The contractor shall deliver and maintain a Project Plan containing the status of planned activities to be performed in support of this contract.

5.12 Integrated Cost Performance Report (ICPR)

The Contractor shall deliver a Monthly ICPR. The report shall be delivered on the tenth business day following the month during which the Contractor incurred any costs. The report shall include the following:

- Comparison of the amount of the budget earned and the actual (applied where appropriate) direct costs for the same work. The actual cost data shall be from, or reconcilable with, the accounting system used for NF 533M reporting. This comparison provides the cost variance.
- Identification of significant differences between both planned and actual schedule performance and planned and actual cost performance and the reasons for the variances.

5.13 Phase-in Period

The Contractor shall perform phase-in period activities to ensure effective and efficient commencement of contract performance. These activities shall include the following:

- Meet with the NASA Project Manager to discuss the phase-in plan, schedule, and risks.
- Work with NASA and incumbent staff to obtain existing artifacts, tool accounts, etc.
- Establish Tools Lab HelpDesk communication channels (i.e. designated phone and e-mail).
- Hold, at minimum, twice weekly coordination meetings with incumbent staff and the NASA Project Manager to monitor progress and ensure a seamless transfer of work.
- Provide frequent, informal updates of phase-in status to the NASA Project Manager and give early notification of any technical or schedule issues.

5.14 Close-out Plan

The Contractor shall deliver a close-out plan that describes the approach to transitioning the Tools Lab contract and related documentation to a new contractor. The plan shall describe the transition of hardware, software, and ongoing work. The transition shall include a complete inventory of government owned materials and licensing information. The plan shall be submitted for Government approval within 240 days of the start of the contract. Any necessary modifications to the plan shall be received by the Government for approval 6 months prior to the contract end date.